

**School District of Palm Beach County, Florida**

3300 Forest Hill Blvd
Suite A-323
West Palm Beach FL 33406

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
2009001376	07/07/2008		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Free on Board at Destination	BESTWAY	
Buyer	Phone	Currency	
Nancy Kowalczyk- loc	561/434-8172	561/434-8185	
kowalczyk@palmbeach.k12.fl.us		USD	

Purchase Order# 2009001376

Vendor: 0000002235
CAPITAL CITY CONSULTING LLC
101 E COLLEGE AVE
STE 303
TALLAHASSEE FL 32301

Bill To: 9100 - Accounting Services / AP
3300 Forest Hill Blvd
Suite A-323
West Palm Beach FL 33406
Phone: 561/434-8600

Ship To: 9013 - Chief Operating Officer
3340 Forest Hill Boulevard
Suite C-316
West Palm Beach FL 33406
Phone: 561/434-8510

Please reference the Palm Beach County School District Web Site for Terms and Conditions Related to this Purchase Order
<http://www.palmbeach.k12.fl.us/bids/purch/info/termscond.htm>

Note: Any modifications, including freight charges, to the original Purchase Order must be approved through the issuance of a Change Order prior to shipment(s).

Tax Exempt? Y Tax Exempt ID: 858013897253C1 School/Department Reference Name: Capital City Consulting

Header Comments :**1 DELIVERY INSTRUCTIONS:**

DELIVERIES WILL BE ACCEPTED MONDAY THROUGH THURSDAY "ONLY" BEGINNING WEEK OF JUNE 16, 2008 THROUGH AUGUST 8, 2008.

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Consultant Contract - Capital City		1.00EA	52,304.00	52,304.00	06/29/2009
Schedule Total					52,304.00	
Total PO Amount					52,304.00	

TOTAL PAGES FOR THIS PO = 1**Unauthorized**



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**School District Consultant
 Agreement**

AGENDA ITEM NUMBER	BOARD MEETING DATE June 27, 2007	
CONTACT Joseph M. Moore	PK	48510
SCHOOL / DEPARTMENT Governmental Relations & Business Partnerships		

Agreement between the School Board of Palm Beach County and
Capital City Consulting, LLC (Patricia G. O'Connell)

THIS AGREEMENT is entered into this twenty-seventh day of June, 2007, by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Capital City Consulting, LLC, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2007 and shall end on June 29, 2009

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

1. Represent before the Florida Legislature, Department of Education and State Board of Education, as needed.
2. Consult and advise staff regarding education policy and funding and political strategy.

B. Time, date, and location of services:

Continuous throughout effective dates of contract as necessary for development and implementation of legislative agenda in Tallahassee and, when requested by Superintendent, in Palm Beach or other locations.

3. CONSULTANT BACKGROUND INFORMATION

Education _____

Position and Address _____

Target Group/School/Department _____

Approximate Number to be Served _____

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Joseph M. Moore, Chief Operating Officer
TITLE OF THE CONSULTANT'S SUPERVISOR
 of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$104,600.00 The source of funds is Governmental Relations & Business Partnerships

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
	1000	7210	531010	0000	9022	000	

5. COMPLIANCE WITH POLICIES AND LAWS

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or www.schoolboardpolicies.com and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. COMPENSATION

- A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Two-year contract at \$104,600 with 23 monthly installments of \$4,358.00 and final payment of \$4,366.00

(\$ N/A), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: N/A Half Day Rate: N/A

Hourly Rate: N/A Flat Rate: \$104,600

I grant permission for any or all parts of this presentation to be videotaped. ☐ Yes ☒ No

- B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Joseph M. Moore, Chief Operating Officer

7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

☒ Consultant will not receive student information.

☐ Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

☐ Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. BACKGROUND CHECKS/FINGERPRINTING

The Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

11. **INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. **TRAVEL**

Travel ☐ is ☒ is not allowable for this contract. Estimated travel expense is not to exceed N/A for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. **AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. **ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

16. **TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. **MINORITY STATUS**

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) ☐ Yes ☒ No

If a consultant not representing a firm, I am a minority. ☐ Yes ☒ No

If either statement above was checked yes, please indicate minority group.

☐ Black or African American ☐ Asian ☐ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino
☐ American Indian or Alaskan Native ☐ Disabled ☐ White Female ☐ Other

05/24/2007 17:01

561-357-7585

JOSEPH MOORE

18. LEGAL REVIEW

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

19. NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant Patricia G. O'Connell
Address Capital City Consulting, LLC
119 E. Park Avenue
Tallahassee, FL 32399-2300

SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA
Purchasing Department
3300 Forest Hill Boulevard, Suite A 323
West Palm Beach, Florida 33409

Telephone # (850) 222 - 9075 Extension # _____
Consultant Email (required) poconnell@capcityconsult.com

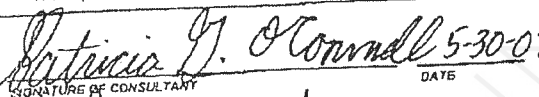
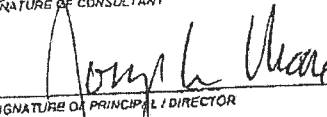

20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

"Exhibit A" - Provide consultant evaluation (PBSD 2075)
"Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

 SIGNATURE OF CONSULTANT		5-30-07 DATE	Patricia G. O'Connell PRINT NAME OF THE CONSULTANT
 SIGNATURE OF PRINCIPAL / DIRECTOR		5/30/07 DATE	Joseph M. Moore, Chief Operating Officer PRINT NAME OF THE PRINCIPAL / DIRECTOR
_____ SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT		_____ DATE	_____ PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
_____ SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER		_____ DATE	Ann Killets, Chief Academic Officer PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE		5-31-07 DATE	Kalanthia E. Dillard PRINT NAME OF THE LEGAL SERVICES DESIGNEE
_____ SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT		_____ DATE	_____ SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN

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THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

 Bid No. _____ Project No./ Title Legislative Representation

 Corporate Name Capital City Consulting, LLC Tax FEIN No. 01075913

Before me, the undersigned authority, personally appeared, Patricia G. O'Connell, ("Corporate Representative") this 30th day of May, 2007, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
 - 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)
- A. Persons or corporate entities owning 5% or more:
- | Name | Address | Percentage |
|------------------------------------|-----------------------|------------|
| Gerald Wester & Patricia O'Connell | 101 E. College Ave. | 25 / 25 |
| Ron LaFace, Jr. & Nicholas Iarossi | Suite 303 | 25 / 25 |
| | Tallahassee, FL 32301 | |

- B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

- C. Stock held for others and for whom held:

Name	Address	Percentage
From Whom Held	Address	Percentage
From Whom Held	Address	Percentage
From Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

By: Patricia G. O'Connell

SWORN TO and subscribed before me this _____ day of _____, 2007, by _____ Such person(s) (Notary Public must check applicable box).

☐ is/are personally known to me. ☐ produced a current driver license(s). ☐ produced _____ as identification
(NOTARY PUBLIC SEAL)

Notary Public



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Consultant Evaluation

PO NUMBER

School/Department Government Relation
Name of Consultant Capital City Consulting, LLC
Contract Period From 6/30/05 To 7/29/07

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

JOB KNOWLEDGE AND SKILL

	5	4	3	2	1
1. Technical and procedural know-how to complete the project	✓				
2. Knowledge of his/her specialty area	✓				
3. Ingenuity, creativity, and innovation	✓				
4. General quality of the work performed	✓				

PRODUCTIVITY

1. Services provided matched the specifications of the contract	✓				
2. Results produced	✓				
3. Ability to meet goals as scheduled	✓				
4. Success of the project	✓				

COMMUNICATION

1. Listening skills	✓				
2. Returned phone calls, follow-up information, etc. in a timely manner	✓				
3. Overall communication skills	✓				
4. Overall accessibility/availability	✓				

INTERACTION

1. Working relationships with teachers and/or students <u>STAFF</u> <u>U.A.</u>	✓				
2. Ability to work as part of a team	✓				
3. Status updates and information received as the project progressed	✓				

Rating: A - Agree D - Disagree N/A - Not Applicable

	A	D	N/A
1. Demonstrates dependability	✓		
2. Demonstrates Ingenuity/creativity/Innovation	✓		
3. Performs well under pressure	✓		
4. Effective when presenting ideas orally	✓		
5. Expresses ideas clearly and uses correct grammar in written communication	✓		
6. Listens effectively	✓		
7. Provides feedback in a constructive and timely manner	✓		
8. Is self-reliant and requires little or no supervision	✓		
9. Treats staff and/or students with fairness, respect and integrity.	✓		

I would hire this consultant again. ☒ Yes ☐ No

Gerald A. Williams
Signature of Evaluator

6/5/07
Date

SIGNATURE OF EVALUATOR

DATE

Gerald A. Williams
Print Name of Evaluator

PRINT NAME OF EVALUATOR

2075 (New 1/23/2004)

ORIGINAL - Department of Purchasing

Name of Contract: Capital City Consulting, LLC

Yes Board Item

 Board Meeting Date

*Form Consultant Contract PBSB 1420

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	July 1, 2007- June 29, 2009; Please refer to Section 1.
Termination Clause	Board may terminate without cause upon giving thirty (30) days notice to other party. If the consultant is in default, the Board may cancel contract upon five (5) days notice to the other party. Please refer to Section 16.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification: Please refer to Section 11.
Regulatory issues	None
Confidentiality Provision	Consultant will NOT receive confidential student information; Please refer to Section 7.
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section 15.

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	\$104,600.00; Please refer to Section 6A.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Monthly Rate (23 monthly installments of \$4,358.00 and 1 installment of \$4,366.00); Please refer to Section 6A.

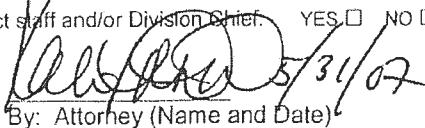
Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	Please attach mandatory exhibit A.
Appropriate Departmental Sign-off	

Special Considerations:

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES ☐ NO ☐


By: Attorney (Name and Date)